



CITY OF BUFFALO NEW YORK



DEPARTMENT OF PARKING
65 NIAGARA SQUARE, ROOM 111 CITY HALL
BUFFALO, NEW YORK 14202
PHONE (716) 851-4222

REQUEST FOR PROPOSALS FOR AUTOMATED SPEED ENFORCEMENT FOR THE CITY OF BUFFALO

ISSUED DATE: July 30, 2018

SUBMISSION DEADLINE: August 31, 2018, 11:00 am

Contact Person:
Davis Hough
City of Buffalo Division of Parking
65 Niagara Square, Room 102 City Hall
Buffalo, New York 14202
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SECTION 1 - INSTRUCTIONS TO OFFERORS

1.1 General Invitation

The City of Buffalo, a municipal corporation, (City) is issuing this Request for Proposals (RFP) seeking proposals from qualified Offerors interested in providing services for the planning, design, implementation, maintenance, and management (with the City's option to operate and manage) an Automated Speed Enforcement (ASE) system in designated City zones. The City invites all qualified Offerors to submit a proposal for the City's consideration. The proposing Offeror, by submitting its proposal, acknowledges that it has reviewed the proposal and has become familiar with the general content of the project, understands the proposed Scope of Work as described herein, understands all documents included in the RFP, and attests to its ability to perform all the work required.

All questions regarding this solicitation must be made in writing and directed to the following City designee via electronic mail only:

Davis Hough
City of Buffalo Division of Parking
65 Niagara Square, Room 102 City Hall
Buffalo, New York 14202
Email: dhough@city-buffalo.com

The deadline for submission of questions is **4:00 PM on August 10, 2018.**

If after your review of the enclosed, you or your Offeror is interested in performing the services specified, you must provide the information requested in a sealed envelope labeled "AUTOMATED SPEED ENFORCEMENT", by no later than **11:00 AM, August 31, 2018** to:

City of Buffalo
Division of Parking
65 Niagara Square, Room 111
Buffalo, New York, 14202

Each proposal must be submitted to, and be received, via mail or hand delivery, by the Division of Parking no later than **11:00 AM, August 31, 2018**. Responses to this RFP will not be accepted by facsimile or e-mail transmissions. Whether the proposal is delivered by hand or mail or commercial express service, the Offeror shall be solely responsible for actual timely delivery of the proposal to the City. The City's timeclock at the above location shall govern. Expenses incurred in the preparation and/or submission of proposals shall be borne by the Offeror with the express understanding that the Offeror shall not have the right to apply to the City for reimbursement for those expenses. Proposals received after the deadline will not be considered. All proposals become the property of the City.

Proposals are solicited in accordance with the terms, conditions and instructions set forth in this RFP. No amendments or changes to proposals will be accepted after the proposal submission deadline. The City reserves the right to reject any or all proposals.

Any material misrepresentation made by a party may void their proposal and eliminate the party from further consideration. Any proposal that is based upon a violation of federal, state or local law, or deemed to be non-responsive will be eliminated from consideration.

We would appreciate the courtesy of promptly advising us if you do not intend to respond to this solicitation so that we may properly maintain our records of those individuals/Offerors that expressly did not wish to be considered.

1.2 Schedule

Listed below is the anticipated schedule for all actions related to this RFP. In the event that there is any change or deviation from this schedule, such change will be posted on the City's website at (www.city-buffalo.com).

EVENT	DATE
Issuance of RFP	July 30, 2018
Written Questions from Offerors due	August 10, 2018 by 4:00 pm
Responses to Questions posted on City website	August 17, 2018 by 5:00 pm
Proposals Due	August 31, 2018 at 11:00 am
Qualified & Eligible Offerors Selected	September 7, 2018 (tentative)

1.3 RFP Review, Additional Information and Questions

Each Offeror is responsible for carefully examining all RFP documents and thoroughly familiarizing themselves with each of the City's requirements prior to their submission of a proposal to ensure that their responses are in compliance with this RFP.

Each Offeror is responsible for conducting its own investigations and any examinations necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to perform such investigations and examinations shall not relieve the Offeror from its obligation to comply, in every detail, with all of the provisions and requirements contained in this RFP.

Questions regarding this RFP shall be directed to the City's designee only. Any impermissible contact with any other City officer or employee regarding this RFP during the procurement period shall result in the rejection of any such Offeror's proposal. Offerors shall communicate in writing only. No other communications with the City's designee regarding this RFP is permitted during the procurement period. All questions, requests for clarification or additional information must be sent by email to **dhough@city-buffalo.com** and must be received no later than **4:00 PM, August 10, 2018**.

Questions received from all Offerors will be answered and shared via the City's website at (www.city-buffalo.com) **by 5:00 pm on August 17, 2018**. The City accepts no responsibility for, and each Offeror agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the City.

The City may, in its sole discretion, also elect to provide both the question(s) and the written answer(s) to all known potential Offerors via e-mail. Offerors are solely responsible for ensuring that the City has accurate contact information, including an e-mail address for the receipt of such correspondence. The City does not assume any responsibility for undelivered e-mails or for the receipt of any communication sent to any Offeror.

1.4 Addenda and Modifications

The City reserves the right, in its sole discretion, to amend this RFP at any time prior to the deadline for submission of the proposals. In the event that it becomes necessary to revise or expand upon any part of this RFP, all addenda, amendments, and interpretations to this RFP will be made in writing and posted on the City's website at (www.city-buffalo.com). The City may also endeavor to notify all Offerors to whom this RFP has been forwarded by the City.

All addenda shall be incorporated as part of this RFP documents as though they were originally set forth herein. The City does not assume any responsibility for the receipt of any addenda sent to any Offeror.

Any information supplied by the City relative to this RFP must be considered in preparing proposals. All other contacts that an Offeror may have had before or after the City's issuance of this RFP with any individuals, employees, subcontractors, consultants or representatives of the City and any information that may have been read in any news media or seen or heard in any communication regarding this RFP should be disregarded in preparing proposals.

1.5 Proposal Format

Offerors are advised to adhere to the submission requirements of this RFP. Failure to comply with the instructions of this RFP may cause their proposal to be rejected. Submission of a sealed proposal in response to this RFP constitutes acceptance of all requirements outlined in this RFP.

Five (5) copies of the proposal, including one (1) original and four (4) copies, must be prepared on 8" x 11" letter size paper, printed single sided and/or double-sided, and bound on the long side. One (1) CD-ROM or portable flash drive containing a PDF version of all proposal materials must also be provided. Each page of the submission must be numbered in a manner so that it can be uniquely identified. Legibility, clarity and completeness are required.

The proposal must be signed by each individual Offeror or their authorized representative who shall have the authority to legally bind the Offeror.

In the event that an Offeror cannot comply with any term, condition, or requirement of this RFP, such non-compliance must be clearly noted on the Offeror's letterhead and submitted with the proposal. Offerors are cautioned that such non-compliance may result in disqualification of their proposal, at the sole discretion of the City. No allowance will be made for un-noted, non-compliance of any kind by the Offeror.

SECTION 2 - REQUIRED CONTENT

2.1 *Cover Letter*

Each Offeror or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the Offeror that it is willing and able to perform the services described in this RFP and their proposal.

2.2 *Company Profile*

Each Offeror is required to prepare and submit a brief description of the Offeror's company which must include the following information:

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for the Offeror;
2. A brief description of the Offeror, including but not limited to the Offeror's history; number of years in business; size; office locations;
 - a) Workforce: Offerors should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and current representation of minorities and women
 - b) Community Involvement: Offerors should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises within the City of Buffalo
 - c) Offeror Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities
3. Describe any relevant special services your Offeror provides, particularly those that may not be offered by other Offerors;
4. Proposals should specifically detail the background, experience and abilities that the Offeror has had or currently has in relation to ASE systems. Offeror must provide a list of all ASE systems that it has been awarded within the last five (5) years and the ASE systems that are currently in use, the operational starting date for each city, the number of continuous years the system has been operational, the number of street segments covered, and the number of camera systems in each city. Offeror must document its experience in providing large scale and full service AES systems and services to cities of similar size as the City of Buffalo. Offerors shall consider the following in providing the relevant information:
 - ✓ Similar size accounts
 - ✓ Similar size exposures
 - ✓ Municipal exposures
 - ✓ Environmental exposures

5. Offeror must provide an explanation for any contract that was terminated or for which service was no longer provided during the period prior to the end date of the contract.
6. Proposals must describe the qualifications of those staff members that may be assigned to work with the City. Descriptions must include, but not be limited to the following:
 - a) Professional and educational background of each member, including years and types of relevant experience, education, accomplishments, and proficiency in providing services; and
 - b) Proposals should include only those resumes for staff member(s) likely to be assigned to work on this project for the City; and
 - c) Copy of any and all licenses and permits required to perform the services described herein for the Offeror and each staff member or broker likely to be assigned to work with the City; and
 - d) Overall supervision to be exercised by the staff member(s).
7. A copy of any resolution or some other form of authority, signed by a managing partner(s), which lists the specific officers or members who are authorized to execute agreements on behalf of the Offeror;
8. Financial details demonstrating your Offeror's financial capacity to undertake and complete the services;
9. Within the past five (5) years, has your company, been involved in litigation, other legal proceedings and/or disciplinary and/or grievance proceedings relating to the provision of services? If so, provide a brief explanation and indicate the current status and/or disposition of the proceedings;
10. Describe any potential or current conflict of interest issues your Offeror may have in providing services to the City;
11. Within the past five (5) years, have there been any significant developments in your company such as changes in ownership or restructuring? Do you anticipate any significant changes in the future? If so, please describe;
12. Describe the on-line services, publications and other resources maintained by your Offeror that deal specifically with areas of interest pertaining to government entities implementation of ASE systems including subscription services and periodicals. Indicate whether any such services will be made available to the City.

2.3 *References*

Each Offeror must provide references from at least five (5) clients. Where applicable, Offerors must also provide a list of its government clients served (preferably within the last five (5) years) in cities comparable to Buffalo, including identifying the types of matters where their services have been provided. The City may solicit relevant information concerning Offeror's record of past performance from previous clients, or any other available sources whether or not disclosed in Offeror's submitted proposal in response to this RFP.

SECTION 3 - PURPOSE AND SCOPE OF PROPOSAL

3.1 *Scope of Proposal*

The City of Buffalo desires to retain a Offeror to plan, design, implement, operate, and manage (with the City's option to operate and manage) a new automated speed enforcement (ASE) system in designated City zones to record speeding violations; manage and process violations and subsequent correspondence; provide all equipment, labor, materials, supervision, and services required to install, test, and maintain (including relocation) of an ASE system. The City desires that the ASE system have the capability of being implemented into the City's ParkingOnLine software system and must be in compliance with all local, state, and federal laws.

The project will focus specifically on school zones, utilizing twenty (20) cameras, pursuant to pending state legislation. All possible deployment options should be proposed, including but not limited to fixed, transportable, mobile, handheld, portable, expandable, etc. (but not mounted on a vehicle).

While this RFP is for a general citywide ASE system, the State of New York presently has proposed legislation to authorize the City to initially use an ASE system in designated school zones. The City may expand the use of ASE systems to other City zones pending possible future state legislation. The City of Buffalo currently contains approximately 250 school zones citywide. The use of ASE in school zones has been documented as a means of improving safety, and reducing crashes and pedestrian knock downs. The City seeks an Offeror to plan, design, implement, operate and manage (with the City's option to operate and manage) the infrastructure and the hardware/software systems associated with an ASE system.

The Offeror shall complete all planning and design phases and shall be responsible for construction/installation of camera related infrastructure. The City may also endeavor to have the successful Offeror provide subsequent operation maintenance and management of the system. The proposal should identify recommended structure of a Citywide ASE system and clearly quantify expected traffic safety improvements (crash reduction, pedestrian knockdown reduction, constituent concerns, and provide comparable case studies no more than five (5) years old, etc.) and the resulting financial impact on the City.

While the City endeavors to include all desired services in this RFP, additional/alternative services may be requested by the City at any time, prior to, or after execution of any contract awarded pursuant to the issuance of this RFP.

3.2 *Automated Speed Enforcement System Implementation and Operation Detailed Scope of Services*

The services to be provided by the successful Offeror shall consist of all services required for the implementation and operation of an ASE system.

3.2.1 *Basic Services of the Offeror:*

Upon the award of a contract, if any, pursuant to the issuance of this RFP, the successful Offeror shall submit to the City for approval a schedule, outlining the estimated timeframe of each of the phases included herein. The successful Offeror will be required to develop and maintain a project schedule for the duration of the implementation process. This schedule should identify specific tasks together with a duration and must also contain specific milestones.

The successful Offeror will be responsible for obtaining all required approvals, permits, certifications and clearances from the appropriate Federal, State and local authorities, if any, necessary to complete the project.

The successful Offeror shall provide copies of any and all sample/test reports, design calculations, etc. to the City. Copies of all drawings and specifications must also be provided to the City in electronic format. Any contract drawings are to be prepared in a computerized format suitable for incorporation into the City's Geographic Information System (GIS) system. Currently, City standards require that the drawings be developed utilizing AutoCAD 2000 and in conformance with the layering standards developed by the American Institute of Architects (AIA), New York State Department of Transportation (NYSDOT).

Upon the City's request, at any time during the term of the Agreement, if any, entered into as a result of the issuance of this RFP the successful Offeror will change or revise any or all drawings and specifications for the Project. The Offeror will evaluate potential changes for budget and schedule impacts.

The successful Offeror shall attend, all regularly scheduled job meetings throughout the project for the purpose of reviewing job progress with the City and addressing all questions within the Offeror's purview as defined by the Agreement or by the City. The successful Offeror shall prepare and distribute the minutes of the job meetings unless otherwise directed by the City.

3.2.2 *Program Planning:*

- a) System Technologies: There are a number of technologies available for each of the components of a successful ASE program including various types of camera technology, vehicle detection technology and data communication. The successful Offeror will be required to provide all overall planning for each of these technologies. These efforts will include recommending specific equipment and technology to be used throughout the system and ensuring that all equipment is compatible with other components of the system and to provide a software system capable of integrating with the City's existing Parking Enforcement Bureau "ParkingOnLine" software system.

- b) Procurement Alternatives: The successful Offeror will be required to provide detailed documentation describing each of the specific steps, specific responsibilities, required documentation, approvals, transmittal and communication methods, etc., so that the implemented system can be operated and managed efficiently during and after implementation, including but not limited to training City employees on equipment use and operation, including the technical knowledge required for court/hearing purposes, and deployment techniques.
- c) Payment Alternatives: The successful Offeror will be required to develop and document all required systems that can be developed and track system costs and assign payment responsibilities in accordance with the payment alternative recommended in the proposal.

3.2.3 System Planning:

Each designated zone planned for inclusion in the ASE system will need to be reviewed to ensure that the zone will benefit from the system and that it is properly implemented. The following steps have been identified as the minimum requirements to ensure consistent application of safety measures.

- a) Site selection criteria — The successful Offeror will be required to develop specific criteria that can be used to evaluate designated zones considered for improvement via the introduction of an ASE system. This criteria should take into consideration traffic volume, citation history, accident rates, pedestrian knockdown rates, speed analysis, traffic patterns, roadway geometry, and other factors that would affect the effectiveness of an ASE system.
- b) Hardware and Software requirements — Prior to the implementation of an ASE system, identify specific hardware and software requirements for both the deployment site and back office operation.
- c) Staffing estimates (City of Buffalo) — The successful Offeror will be required to provide the City with man hour estimates for any efforts associated with the administration of an ASE system, including but not limited for the training of City employees on equipment use and operation, including providing the technical knowledge required for court/hearing purposes, and deployment techniques.
- d) Camera types — The City shall be provided a summary of the various types of cameras that could be used for the system along with details and specifications as necessary to assist the City in reviewing the Offerors' recommendations relative to camera types at specific sites. All possible deployment options should be evaluated, including but not limited to fixed, transportable, mobile, handheld, portable, expandable, etc.
- e) Detection Technology - The City shall be provided a summary of the various types of vehicle detection options that could be used for the system along with details and specifications as necessary to assist the City in reviewing the Offerors' recommendations relative to vehicle detection.
- f) Technician Certification – The City shall be provided a summary of the technical review process that ensures accuracy and consistency in citing violations, and in accordance with local, state, and federal laws; including but not limited to technician certification of each image.

- g) Communication/Data Transfer - The City shall be provided a summary of the various types of communication and/or data transfer options that could be used for the system along with details and specifications as necessary to assist the City in reviewing the Offerors' recommendations relative to communication and data transfer protocols, including but not limited to internal review, on-site programming, off-site programming, remote cloud connect, etc.; and also consider the option for stand-alone transfer protocols and integration into the City's ParkingOnLine software system.
- h) Training/Support — The City will be provided system operation and specific task oriented training as necessary to ensure successful implementation of an ASE system, ongoing maintenance, including but not limited to, training City employees on equipment use and operation, including providing the technical knowledge required for court/hearing purposes, on-site programming, off-site programming, and deployment techniques.

3.2.4 Site Design & Specifications:

Every location that will be utilizing an ASE system will need to have detailed plans and specifications prepared for review and approval by the City before any installation is started. Offeror shall furnish, install, and maintain all related equipment which may include, but is not limited to, poles, cabinets, cameras, signage, wiring and operational equipment at selected locations. Below are the minimum engineering services to be provided for each location. The Offeror must describe its ability to comply with each requirement listed:

- a) Camera Units — Detailed technical specifications, installation, and maintenance guidelines will be required for every type of camera unit, including comparison of potential units and the recommended unit for each location. Analysis should include comparison of successful ASE deployment within the last five (5) years in cities comparable to Buffalo.

The equipment shall be capable of deployment, reliable violation detection, and of obtaining photographic evidence (both video and still images) in a wide range of operating conditions (heavy traffic volumes, adverse weather conditions, road surface configuration) and across multiple lanes of moving traffic.

Offeror must propose and supply a product line that, to the best of its knowledge, is not obsolete or near obsolete. Should equipment or technological upgrades become available during the course of the project, Offeror must provide the City with the opportunity to upgrade the equipment at no additional charge. Only equipment or production models that have been satisfactorily demonstrated to the City, or that have a demonstrated record of successful deployment by other cities of similar size will be used. The Offeror must document successful deployments by including the names and telephone numbers of contact persons as part of the reference requirements of this RFP.

The equipment supplied must be newly manufactured (not used or demo units) and of the best quality, installed in accordance with approved recommendations of the manufacturer thereof, and must conform to the equipment specifications listed in this RFP.

The equipment must provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one mile per hour (+/-1 mph) of the actual speed of target vehicles. Cameras must be capable of high-speed image capture on multi-lane streets and be capable of capturing high resolution images of multiple offending vehicles simultaneously.

The Camera System shall use a digital media. Film based systems are not acceptable.

Offeror must submit a minimum of four example sets of violations detected by all available forms of deployment (fixed, transportable, mobile, handheld, portable, expandable, etc.). Each set shall contain two still images and one video of the violation in different lighting and weather conditions, including (1) daytime–fair weather, (2) daytime–rain and snow, (3) night time–fair weather, and (4) night time–rain and snow. Systems should use a combination of high resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.

- b) Zone Lighting — Zone lighting should be reviewed at each location and should it be determined that additional lighting be required to successfully implement an ASE system, detailed specifications for the construction of said lighting will be required.
- c) Camera Housing and Support Structures — The City standard specifications shall be used wherever possible for camera housing and other support structures. Offeror shall provide, install, and maintain all equipment which may include, but is not limited to, poles, cabinets, cameras, signage, wiring and operational equipment at selected zones in compliance with standard City of Buffalo Department of Public Works (DPW) specifications. The City of Buffalo DPW utilizes NYSDOT specifications for pole and mount arm style or overhead sign structure that may be proposed as support structures.
- d) Any infrastructure that cannot be accommodated by standard DPW specifications must be accompanied by a specification, in standard DPW format.
- e) Vehicle detection — The City standard specifications shall be used wherever possible for vehicle detection. Any required vehicle detection that cannot be accommodated by standard DPW specifications must be accompanied by a specification, in standard DPW format.
- f) Communications — A system communication protocol will be required for all system data communication or data transfer. It is preferred that communications be automated and transferred in real time.
- g) Warning Signs and Lights — Signage indicating that an ASE system is in use should be reviewed at each location and should it be determined that additional signage is recommended to successfully implement an ASE system, detailed specifications for the construction of said signing will be required. Warning signage and lights shall be based on analysis of case studies. Signage should be installed with programmable readout with the option of on-site and off-site programming. All signage shall be Manual on Uniform

Traffic Control Devices (MUTCD) compliant and is subject to the review and approval of DPW.

- h) Electrical Service, wiring pull boxes, conduit — Wiring, including electrical service, conduit location and capacity and pull box locations should be reviewed at each location and should it be determined that additional infrastructure is required to successfully implement an ASE system, detailed plans and specifications for the construction of said infrastructure will be required. Offeror shall compare alternative solutions, such as solar powered units, and make a recommendation of best practices. Standard City specifications should be used wherever possible. The proposer is responsible for providing and maintaining electrical service at its own expense.
- i) Usable image rate—The system proposed shall have a high capture rate of images of such quality as to support the issuance of tickets. Offeror shall provide a detailed breakdown showing its proposed system's usable image capture rate based on the last six months of operation of a ASE system from a reference jurisdiction most similar in size. The data must reflect the results from cameras and systems which are identical to the systems being proposed herein.

All Camera System component operations shall be synchronized to a single, standard, independent, external and verifiable time and date source. The system must imprint violation information on the image at the point-of capture.

Information specific to the violation must include, but is not limited to: location, date, time, vehicle speed, unique location identifier, elapsed time between images, camera ID, verification of camera self-test.

The Camera System shall be modular in construction to facilitate rapid installation and maintenance.

The Camera System shall generate secured violation evidence that can be communicated and processed using Offeror supplied or operated photo enforcement processing systems, that can be integrated with the City's ParkingOnLine software system.

The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including simultaneous violations and consecutive violations. The Offeror shall specify the number of simultaneous and consecutive violations the proposed system can provide.

Camera system shall be capable of accurately measuring speeds, detecting speed limit violations and photographing the incident and license plates regardless of glare or materials used to obscure the license plate from clear view at various viewing angles
In order to minimize operator error, cameras should be automated as much as possible with regard to set up (aperture settings, focusing, leveling, etc.).

The Camera System shall be secure from vandalism or tampering and the Offeror shall be responsible for repairing the system in the event of vandalism and/or tampering. All glass openings must be bullet resistant. The camera housing must be sealed to be weather, dust, water and spray resistant, securely lockable, and operational in all weather conditions, including extreme heat and cold without exceeding manufacturer's limits, fog, rain and snow. Offerors shall state the limits of the system.

The camera system shall be capable of being securely mounted to existing roadway infrastructure (with the permission of the owner/City) or on an Offeror supplied pole.

The Camera System enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Please explain typical maintenance procedures.

- j) Offeror must provide a video component in conjunction with the digital camera system. The video must attach a verification video segment to each speed limit violation and no less than two still images and each day's full 24 hours of video must be saved and be available to the City for viewing for up to one year.

Offeror shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. Each violation must include a technician's certification. Explain what program or system the Offeror uses to confirm the ongoing accuracy of the speed measurements.

- k) Public Campaign — Upon prior approval and review by the City, the Offeror shall provide press-releases and public education materials for introducing the new system to the citizens of the City, including but not limited to public service announcements via all media outlets (television, radio, billboard, etc.), printed materials, public meetings, etc.

3.2.5 Construction/Installation:

- a) Installation — All construction of the necessary infrastructure will require approval of DPW and should conform to standard City construction standards and guidelines.
- b) Testing — All deployed cameras shall be tested to ensure proper operation, including but not limited to, that the device has successfully passed a self-test of its functions for the initial day of use; an annual calibration check; in accordance with the "Software System Minimums" listed in Section 3.2.6 below and in accordance with all local, state, and federal laws. This testing must be documented and saved and it is preferred that the testing information be printed on each notice of violation.
- c) As-Built Plans — Upon the completion of all construction, as-built plans for the designated sites shall be delivered to DPW for department records.

3.2.6 System Software:

All software proposed in the successful Offeror's proposal shall be provided, as agreed to by the City, to ensure the successful implementation of an ASE system. It is preferred that the ASE

system be integrated with the City's current back office software (ParkingOnLine), the City's website, and electronic payment methods.

Computer Environment Standards

- a) The City's current desktop operating system is Windows;
- b) The City's current web browsers are Internet Explorer, Chrome, and Edge;
- c) The City's current office productivity system is Microsoft Office;
- d) The City's current relational database management software standard is Microsoft SQL Server;
- e) The City's current reporting tool is Crystal Reports, however, for this project, SQL Server Report Services (SSRS) may also be used;
- f) A virtual server environment is preferred. The City's virtual environment standard is VMware.

Network Connection

The City's department of Management Information Services (MIS) provides both desktop and back office support for the Parking Enforcement Bureau's ParkingOnLine software system. The main location of the ParkingOnLine software system is connected via a LAN connection to the data center that houses the supporting server hardware.

Minimum Software System Requirements

- a) Each system operator shall complete and sign a daily set-up log for each system that he or she operates that states the date and time when, and the location where, the system was set up that day, and states that such operator successfully performed, and the system passed, the self-tests of such system before producing a recorded image that day. A technician certificate charging liability must be included on all violations.
- b) Vehicle data, ticket data and image storage.
- c) Collection/Enforcement: Includes activities such as collection letters, DMV registration scofflaw, default convictions, judgements and assigning cases to, City approved, collection vendors based upon business rules.
- d) Automated Correspondence: Ability to create, update and generate various documents and generate receipts. Notices of violation must be served (mailed) within fourteen (14) days of the violation date.
- e) Telephonic Customer Service
- f) Document imaging
- g) Online customer violation reviews
- h) School Speed Zone Reports- Reporting capabilities shall include but not be limited to:

1. locations, dates, type and severity of crashes, fatalities, injuries and property damage--within all school speed zones where ASE systems were used, to the extent the information is maintained by the Department of Motor Vehicles of New York State;
2. The number of violations recorded within all school speed zones within the city, in the aggregate on a daily, weekly and monthly basis;
3. The number of violations recorded within each school speed zone where a photo speed violation monitoring system is used, in the aggregate on a daily, weekly and monthly basis;
4. The number of violations recorded within each school speed zone where an ASE system is used that were:
 - 10 -- 20 mph over the speed limit;
 - 20 -- 30 mph over the speed limit;
 - 30 -- 40 mph over the speed limit; and
 - 40 mph + over the speed limit;
5. A notice of liability informing the registered owner that they assume liability for the fine, regardless of who was operating the vehicle at the time of infraction. The ASE system shall record the total number of notices of liability issued per violation(s);
6. The number of fines and total amount of fines paid after the first notice of liability was issued for violations recorded by such systems;
7. The number of violations adjudicated and the results of such adjudications including breakdowns of dispositions made for violations recorded by such systems;
8. The total amount of revenue realized by the City in connection with the program;
9. The expenses incurred by the City in connection with the program;

3.2.7 Operation and Maintenance:

After implementation of the required infrastructure, system operation and maintenance must be performed in accordance with the methodology identified in the successful proposal, unless otherwise agreed to by both parties, and in compliance with all local, state, and federal laws. System operation and maintenance shall include at a minimum the following:

- a) Collection of images and violations data
- b) Camera and detection inspections
- c) Preventative maintenance
- d) Emergency repairs or replacements
- e) Violations data storage

- f) Violation data review
 - 1. Initial review
 - 2. Name and address acquisition (including out of State information)
 - 3. Secondary review
 - 4. Technician Certification
- g) Transmittal of data to back office software intergraded with the City's ParkingOnLine software system, the City's website, and the New York State Department of Motor Vehicles.
- h) Legal documentation
 - 1. Notice of Violation (must be served/mailed within 14 days of violation date)
 - 2. Notice of owner liability (must be included with notice of violation)
 - 3. Technician certification (must be included with notice of violation)
 - 4. Late Notices-informing vehicle owner that timely payment has not been submitted
- i) Regular progress reports

3.3 Proposal Preparation

The following information is being provided for your use in preparing a proposal:

3.3.1 Background:

There are over seventy (70) schools in the City of Buffalo and approximately two hundred and fifty (250) school zones. In an effort to maximize safety in school zones, DPW continually evaluates crash data, pedestrian knockdowns, and speed analysis to implement minor and major improvements as necessary to enhance safety. The introduction of an ASE System has been identified as an effective means of enhancing school zone safety.

Photo Enforcement Notices of Liability (NOL's) are 'owned' by plate/registration. Photo Enforcement NOL's are comprised of School Speed Zone Safety Camera violations.

3.3.2 System Technologies:

There are a number of technologies available for each of the components of a successful ASE program including various types of camera technology, vehicle detection technology and data communication. The proposal should discuss available technologies and identify a recommended technology along with an explanation behind that recommendation. While the City has no preference, it is important that the system be easy to install, offer both fixed and portable options, and have as little impact or reliance on existing infrastructure and comply with all applicable local, state, and federal laws regarding the use of an ASE system for enforcement.

3.3.3 Procurement Alternatives:

There are a number of viable alternatives available to the City for the development, implementation and operation of an ASE system. There are advantages and disadvantages to each alternative. The City has a desire to implement a system quickly and efficiently. Proposals should clearly identify and describe the responsibilities set forth below in further detail; any deviations should be highlighted along with reasoning behind the proposed deviation.

- Project Planning:
- Management Design:
- Installation:
- Equipment Ownership: (describe the available options)
- Operation:
- Maintenance:

3.3.4 Payment Alternatives:

There are a number of viable alternatives available to the City of Buffalo for funding the development, implementation and operation of an ASE system. There are advantages and disadvantages to each of these alternatives. The City has a desire to implement a system quickly but with little to no impact on the local taxpayers. It is preferred that each of the components of an ASE system identified in Section 3.0 be funded by the Offeror and payment to the successful Offeror shall be made per citation. The Offeror should provide details on their recommendation for payment alternatives. The Offeror should include actual payment estimates in the proposal using assumptions as necessary (ie. hours worked, estimated number of citations per zone, etc). The assumptions and method of calculation of those payments should be clear to allow for comparison of systems with regard to payment alternatives.

3.3.5 Public Awareness Elements:

Adequate public awareness/education regarding any ASE system is critical to the program's success. The Offeror should clearly demonstrate how elements, including but not limited to program description in non-technical terms, program objectives, advantages to automated systems, related improvements and project status will be conveyed to the public and whether it is recommended that these efforts be undertaken as part of the Offerors responsibilities or whether in the Offeror's opinion these efforts would best be undertaken by the City, and provide an explanation.

Prior to deployment and during the "warning" period, whereby the public shall be made aware of the forthcoming use of an ASE system, followed by a "soft" rollout period, the Offeror, upon City review and approval, shall provide press-releases and public education materials about the new system to the citizens of the City, including but not limited to public service announcement via all media outlets (television, radio, billboard, etc.), printed materials, public meetings, etc.

3.3.6 Preparation of Technical Proposal

Offeror proposals shall address the following:

1. Understanding of the Project - The proposal shall include a statement of work that describes the Offeror's understanding of the project. The Offeror is expected to discuss its understanding of the proposed "Scope of Work" ; the complexity, challenges and problems involved in performing that work; approaches and philosophy for dealing with problems; experience dealing with key issues; specific operational challenges identified and/or projected to be identified by the City and what, if any impact, factors such as inclement weather, day versus night operation, sun glare, owner liability, technician certification, out of state plates, central system/incident management impacts, and any additional issues or matters relating to the "Scope of Work" which the Offeror believes should be addressed.
2. Proposed Technical Approach- The Proposal shall include a description of the proposing Offeror's management and organizational approach. This should include the proposed effort for completing the work on schedule and the methods the Offeror would use to coordinate its work with other possible consultants and contractors whose work must interface or connect with work performed by the Offeror. The proposal should also contain a discussion on the technical details of the proposed systems including but not limited to available/acceptable vehicle detection technologies that would be considered, a general description of the overall system operation, the ease of installation, portability of system components, impacts/reliance on existing infrastructure, data collection efforts, communication, hardware, and software requirements. The Offeror must also include sufficient details regarding its project management methodology.
3. Experience / Qualifications of the Offeror - If the Proposing Offeror is going to utilize a sub-contractor for any of the services described herein, the Offeror shall list the major sub-contractors and describe the qualifications of each. At a minimum, the Proposal must include a list of the Offeror's projects of similar magnitude within the last five (5) years, in cities comparable to Buffalo, and the scope and complexity; and it must demonstrate that the Offeror and its sub-contractors have experience working with projects, similar in size and nature. The proposal should include a discussion of the team's work on systems of similar size/complexity as City of Buffalo, conviction rates, summons challenge success rate in installed systems, and payment alternatives successfully implemented in other municipalities. This is also a section where the Offeror should describe any potential issues they foresee with City involvement in the system's routine process
4. Key Personnel and Staffing- The Proposal must include the proposed staff to be assigned to this project along with a list of their relevant experience. The Proposal shall include detailed resumes for all key personnel of the Offeror and shall include, by position, a description of the work to be performed and the percentage of time that key personnel and other staff will be dedicated to the project.

Key personnel identified in the Proposal will be expected to remain assigned to the project for the term of the agreement, if any. Requests for a change in key personnel assignments during the term of the agreement must be approved in advance, in writing,

by the City. The proposal should also include a discussion that outlines staffing levels/man-hour requirements that should be expected on the City level to support the implementation and day to day operation of the system. This information will be a recommendation only for discussion purposes. The City will have the final decision regarding City staffing levels. The Offeror should describe other potential burdens that would be placed on the City in supporting the system (i.e. dedicated staff or office space in typical systems).

5. Offerors shall indicate if they or their proposed sub-contractors are WBE, MBE or W/MBE certified. In addition, Offerors shall report what percentage of their cost proposal is designated for W/MBE Sub-consultants and/or Sub-contractors.

3.3.7 Proposed Schedule

The Proposal must include the Offeror's proposed detailed timeline for complete implementation of twenty (20) deployed units at thirty (30) designated zones.

3.3.8 Preparation of the Cost Proposal

As part of the fee proposal, the Offeror shall format their fee proposal to match one of the potential payment alternatives identified in previous paragraphs.

1. The Offeror shall first clearly identify their preferred payment alternative along with whether or not other alternatives would be considered.
2. The cost proposal shall be in an actual dollar amount that can be easily base lined and compared. If the cost proposal is a percentage based on performance, the Offeror shall clearly calculate that percentage into an actual dollar amount that can be easily base lined and compared. The Offeror shall clearly identify assumptions or estimates used to generate the dollar amount in "cost fee". If the Offeror is proposing a payment alternative that eliminates the out of pocket cost to the City (i.e. revenue sharing) then the "cost fee" should represent net revenue to the City with gross revenue and Offeror shares specifically identified.
3. The cost shall include all of the services required in the RFP, along with a staffing schedule indicating the anticipated "Man-Hours" for each of the major tasks outlined herein.
4. The Cost Proposal should clearly identify tasks expected to be completed by the City.

SECTION 4 - EVALUATION AND SELECTION PROCESS

4.1 Evaluating Proposals

The City intends to award a contract to the Offeror whose proposal offers the best overall

value. However, the City is under no obligation to award any contract, in whole or in part, and it reserves the right in its sole discretion to cancel this RFP process with or without cause at any time before or after closing and has no express or implied obligation to provide reasons for such cancellation.

The evaluation criteria that the City will utilize in selecting an Offeror, for possible award of a contract, will be based upon, but not limited to, the Offerors demonstrating prior proven experience, costs, and any other factors deemed to be in the best interest of the City. All proposals will be evaluated upon the demonstrated ability to fulfill the requirements of the proposal as listed in the Scope of Work. In addition, all proposals will be evaluated upon, and weighted as indicated, but not necessarily limited to, the following criteria:

Weighted Factors

- 40% Offeror's experience, qualifications, carrier relationships, demonstrated ability to fulfill the requirements of Offeror's proposal, resumes of key members of the team, references, and other factors, which the City considers relevant.
- 30% Offeror's demonstrated ability to deliver desired results and outcomes in a cost effective and efficient manner, including but not limited to, an evaluation of the Offeror's fee submission though it should be noted that while price is not the only consideration, it is an important one.
- 10% System's impact on City infrastructure
- 10% Offeror's minority workforce development, community involvement and Offeror policies
- 10% Offeror's women workforce development, community involvement and Offeror policies

TOTAL = 100%

4.2 Basis of Selection

The process for selecting a winning proposal for this RFP will be an open and fair solicitation process. While total costs will be considered in the award of this RFP, it is not the only factor to be considered. The services sought herein are not subject to NYS competitive bidding requirements. Therefore, the lowest cost proposal may not necessarily be accepted. The City is under no obligation to award any contract, in whole or in part, and it reserves the right in its sole discretion to cancel this RFP at any time before or after the deadline for receipt of the proposals, without providing reasons for such cancellation. If only one proposal is received, the City reserves the right to reject it. Representatives of the City of Buffalo Parking Department shall oversee this project and evaluate Offerors' responses.

4.3 City's Reservation of Rights

Upon submission of a proposal in response to this RFP, each Offeror acknowledges and consents to the following conditions relative to the submission and review and consideration of its proposal:

1. All costs incurred by the Offeror in connection with responding to this RFP and for participating in this procurement process shall be borne solely by the Offeror.
2. The City reserves the right, in its sole discretion, to reject for any reason any and all responses or components thereof and to eliminate any and all Offerors responding to this RFP from further consideration for this procurement.
3. The City reserves the right, in its sole discretion, to reject any Offeror that submits incomplete responses to this RFP, or a proposal that is not responsive to the requirements of this RFP.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
5. All proposals in response to this RFP shall become the property of the City and will not be returned.
6. All proposals in response to this RFP, and any and all portions thereof, shall constitute public records, except as specifically exempted, subject to public disclosure, in accordance with NYS Freedom of Information Law.
7. The City may request that Offerors personally attend or send representatives to the City for interviews and a demonstration of Offeror's proffered services.
8. Any and all proposals in response to this RFP that are not received by the City by 11:00 a.m. August 31, 2018 will be rejected.
9. Neither the City, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation or preparation of any proposals crafted in response to this RFP.
10. The City of Buffalo's name, logo, crest, seal, etc. shall not be used without prior, expressed, written consent of the City of Buffalo.

The City reserves that it may, in its sole discretion, exercise the following rights and options with regard to this RFP and the procurement process in order to obtain the most advantageous offer for the City:

1. To waive irregularities and/or minor non-compliance by any Offeror with the requirements of this RFP;
2. To request clarification and/or further information from one or more Offerors, at any

time, without becoming obligated to offer the same opportunity to all Offerors;

3. To enter into negotiations with one or more Offerors without being obligated to negotiate with, or offer the same opportunity, to all Offerors;
4. To reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost and to create a project of lesser or greater expense and reimbursement than described in this RFP or the Offeror's proposal based on the component prices submitted;
5. To determine that any proposal received in response to this RFP complies or fails to comply with the terms set forth herein;
6. To determine whether any perceived or actual conflict of interest exists that would affect or impair the award of any contract arising from this RFP to a Offeror(s);
7. To waive any technical non-conformance with the terms of this RFP;
8. To change or alter the schedule for any events called for in this RFP;
9. To conduct investigations of any or all of the Offerors, as the City deems necessary or convenient, to clarify the information provided as part of the proposal and to request additional information to support the information included in any proposal;
10. To suspend or terminate the procurement process described in this RFP at any time. If terminated, the City may determine to commence a new procurement process without any obligation to the Offerors;

Offerors are advised to submit a complete offer as their proposal. Any waiver, clarification or negotiation will not be considered an opportunity for Offerors to correct errors contained in their proposals.

SECTION 5 – AWARD OF CONTRACT

It is anticipated that the successful Offeror or Offerors will be awarded a three (3) year non-exclusive contract, with the option to renew for two (2) additional one (1) year terms. Any extension of the agreement must be in writing and the only condition that shall be permitted to be altered or changed in any extension is the sum to be paid the Offeror and the method of computing the same. Notwithstanding the foregoing, the City of Buffalo will have the right to terminate the contract, with or without cause, upon thirty (30) days written notice. The contract with the successful Offeror (if any) shall include the terms of this RFP together with those terms of the Offeror's proposal, which are not inconsistent with the RFP, and which have been specifically accepted by the City of Buffalo.

SECTION 6 – INDEMNIFICATION/HOLD HARMLESS

For any contract awarded pursuant to the issuance of this RFP, the successful Offeror shall defend, indemnify and save harmless the City, and its officers and employees from all claims, suits, actions, damages, losses, and costs of every name, nature, and description to which the City, may be subjected or put by reason of any injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of the Offeror, its employees, agents or subcontractors, in the performance of any work under the contract. In addition to and in furtherance of the foregoing indemnity, the insurance coverage described herein must include language that states that the insurance carrier will defend the City, for any and all claims arising or resulting from the contract. Furthermore, the whole, or so much of the money to become due under the contract as shall be considered necessary by the City, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the City.

SECTION 7 - INSURANCE COVERAGE REQUIREMENTS

The City of Buffalo requires insurance coverage as listed below for this work. Note: The term "Vendor" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Buffalo" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided.

Minimum Scope and Limits of Insurance

7.1 Worker's Compensation Insurance and Disability Insurance:

With respect to all operations the Vendor performs, the Vendor shall carry Worker's Compensation Insurance and Disability Insurance in accordance with the requirements of the laws of the State of New York. Evidence of Worker's Compensation Insurance and Disability Insurance must be provided on the New York State approved form. The Acord form is not acceptable. Each certificate of insurance evidencing such coverages shall be submitted by the Vendor and must name the City of Buffalo as certificate holder.

7.2 Commercial General Liability:

With respect to all operations the Vendor performs, the Vendor shall carry Commercial General Liability insurance providing for a total limit of not less than one million dollars (\$1,000,000) per occurrence for each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under the contract. Each annual aggregate limit shall not be less than two million dollars (\$2,000,000). A

certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as additional insured and certificate holder under said policy of insurance. The City shall also be named as additional insured and certificate holder under Offeror's excess and umbrella policies.

7.3 *Automobile Liability:*

With respect to any owned, non-owned, or hired vehicles, the Vendor shall carry Automobile Liability insurance providing at least one million dollars (\$1,000,000) per accident for bodily injury and property damage. A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as additional insured and certificate holder under said policy of insurance.

7.4 *Professional Liability:*

With respect to any damage caused by an error, omission or any negligent acts of the Vendor performed under this contract, the Vendor shall carry Professional Liability insurance providing at least two million dollars (\$2,000,000) per claim for any wrongful act. The certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as certificate holder under said policy of insurance.

7.5 *Network Security and Privacy Insurance:*

With respect to all operations the Offeror performs, the Offeror shall provide evidence of Network Security and Privacy coverage in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

7.6 *"Tail" Coverage:*

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Vendor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the pertinent Contract. If continuous "claims made" coverage is used, Vendor shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.

7.7 *Acceptability of Insurers:*

All of Vendor's insurance policies shall be written by insurance companies admitted in New York and licensed to do business in the State of New York or otherwise acceptable to the City's Corporation Counsel in his sole discretion.

7.8 *Subcontractors:*

The Vendor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability Insurance unless Errors and Omissions /Professional Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to Corporation Counsel's office as required herein and are subject to approval as to form by the Corporation Counsel and are subject to approval as to sufficiency by the City Comptroller.

7.9 *Aggregate Limits:*

Any aggregate limits must be declared to and approved by the City. It is agreed that the Vendor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Vendor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for by the Contractor/Vendor. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Vendor to pay and/or to indemnify.

7.10 *Notice of Cancellation or Nonrenewal:*

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except upon 30 days prior written notice.

7.11 *Waiver of Governmental Immunity:*

Unless requested otherwise by the City, the Vendor and his insurer shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

7.12 *Additional Insured:*

The liability insurance coverage, except for Workers Compensation and Disability Insurance, required for the performance of the Contract shall include the City of Buffalo as additional insured and certificate holder but only with respect to the Vendor's activities to be performed under the contract. Coverage shall be primary and non-contributory with any other insurance.

7.13 Certificate of Insurance:

As evidence of the required insurance coverage, the Vendor shall furnish Certificate(s) of Insurance to the City of Buffalo prior to the award of the Contract and prior to the Vendor's commencement of work under the awarded contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to:

Davis Hough
City of Buffalo Division of Parking
65 Niagara Square, Room 102 City Hall
Buffalo, New York 14202
Email: dhough@city-buffalo.com

SECTION 8 – GENERAL REQUIREMENTS

8.1 Non-Discrimination

The successful Offeror(s) shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Offeror(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the Offeror(s), state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Buffalo City Code and Ordinances.

8.2 Americans with Disabilities Act Compliance Provisions

Any Offeror(s) awarded a contract pursuant to an RFP are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Offeror will not discriminate against any employee or applicant for employment because of their disability and will take action to ensure that all employment

practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires vendors associated with the City of Buffalo to provide qualified applicants and employees with disabilities with reasonable accommodation that do not impose undue hardship. Offeror(s) also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination.

In the event of the Offeror's noncompliance with the non-discrimination clauses of the contract, the contract may be canceled, terminated, or suspended, in whole or in part, and the Offeror may be declared ineligible by the Buffalo Common Council from any further participation in City contracts in addition to other remedies as provided by law.

8.3 *General Compliance*

The successful Offeror(s) agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

8.4 *Performance Monitoring*

The City will monitor the performance of the successful Offeror(s) against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with the contract. If action to correct such substandard performance is not taken by the Offeror within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All work submitted by Offeror shall be subject to the approval and acceptance by the City or its' designee(s). The City or its' designee(s) shall review each portion of the work when certified as complete and submitted by the Offeror and shall inform the Offeror of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

8.5 *Independent Contractor*

Nothing contained in the agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The successful Offeror(s) shall at all times remain an independent contractor with respect to the services to be performed under the contract. Any and all employees of Offeror(s) or other persons engaged in the performance of any work or services required by Offeror under the contract shall be considered employees or sub-vendors of the Offeror only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of New York or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered herein, shall be the sole obligation and responsibility of Offeror.

8.6 *Accounting Standards*

The successful Offeror(s) agrees to maintain the necessary source documentation and enforce

sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under the contract.

8.7 *Retention of Records*

The successful Offeror(s) shall retain all records pertinent to expenditures incurred under the contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under the contract shall be retained for three years after final disposition of such property.

8.8 *Inspection of Records*

All records with respect to any matters covered by the contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data

8.9 *Living Wage Policy*

The Buffalo Living Wage ordinance applies to City contracts for services of more than \$50,000 value when the City contracts with a contractor employing more than ten people. The attached City of Buffalo Living Wage Commission Application For Contract with the City of Buffalo must be completed and accompany your response to this Request for Proposals.

8.10 *Applicable Law*

The laws of the State of New York shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Erie, State of New York, regardless of the place of business, residence or incorporation of the Offeror. Each party agrees that all claims and matters shall be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-convenient or similar grounds. No such actions shall be commenced or maintained against the City unless the contractor shall, not less than sixty (60) days before the commencement or filing of such action(s), submit to the City via certified mail to the address for notices contained herein, an informal complaint specifically detailing each and every perceived allegation or grievance and that the City shall be afforded a reasonable amount of time within which to resolve any such claims.

8.11 *Conflict and Priority*

In the event that a conflict is found between provisions in any contract arising from this Request for Proposals, the successful Offeror's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Request for Proposals; and 3) Offeror's Proposal.

8.12 *Ownership of Materials*

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, videos, reports or other materials resulting from any contract arising from this RFP shall constitute the property of the City. The City may use, extend, or enlarge any document produced under the contract without the consent, permission of, or further compensation to the Offeror.

8.13 Termination

The City shall have the unilateral right to terminate any contract awarded hereunder, without cause, upon thirty (30) days written notice to the Offeror.

If termination shall be without cause, the City shall pay the Offeror, all compensation earned to the date of termination. If the termination shall be for breach of this contract by the successful Offeror(s), the City shall pay all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach.

Notwithstanding the above, the Offeror shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of the contract by the Offeror. The City may, in such event, withhold payments due to the Offeror for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Offeror, from asserting any other right or remedy allowed by law, equity, or by statute.

8.14 Assignment

In accordance with General Municipal Law §109 you are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any contract awarded pursuant to the issuance of this RFP, or of any right, title, or interests therein, or the power to execute such contract, to any other person or corporation without the previous consent in writing of the City.

If any Offeror, to whom any contract is let, granted or awarded, as required by law, shall without the previous written consent of the City, assign, transfer, convey, sublet or otherwise dispose of this contract, or any right, title or interest therein, or the power to execute such contract, to any other person or corporation, the City shall have the unilateral right to revoke and annul such contract, and the City shall be relieved and discharged from any and all liability and obligations growing out of such contract to such Offeror, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such Offeror, and his assignees, transferees or sub-lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such Offeror for the benefit of his creditors made pursuant to the laws of the State of New York.

8.15 Prime Contractor Responsibility

All sub-contractors will be subject to prior approval by the City. Prior to contract execution, the successful Offeror(s) will be required to furnish the corporate or company name and the names of the officers and principals of all sub-contractors. Notwithstanding any such approval by the

City, the successful Offeror(s) shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP and for compliance with the price and other terms provided in the contract. The successful Offeror(s) shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

The City's consent to or prior approval of any subcontract or subcontractor proposed by an Offeror shall not create or purport to create any obligation of the City to any such subcontractor, or any form of contractual relationship or relationship of privity between the City and the subcontractor. Any Offeror who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontracts.

8.16 Disclaimer

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any Offeror to this RFP or further Offerors to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, with the exception of materials marked as trade secrets or confidential, may be subject to public disclosure by the City, or any authorized agent of the City. Any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of the City with the City having title thereto and unrestricted use thereof.

8.17 Publicity

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of the City.

8.18 Offerors Restricted

No proposal shall be accepted from or contract awarded to any City employee or official, or any Offeror in which a City employee or official has a direct or indirect financial interest. No Offeror may be the prime contractor or prime Offeror for more than one proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate proposals as prime contractors or prime Offerors. Any proposal may be rejected that, in the City's sole judgment, does not comply with these conditions. Nothing contained in this RFP is intended to preclude a proposal by a system integrator that proposes to perform the substantive work proposed through sub-contractors.

8.19 New York State Executory Clause

Any contract(s) arising from this RFP shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the City beyond the amount of such monies. Neither the full faith and credit nor the taxing powers of the City of Buffalo are pledged to the payment of any amount due or to become due under such contract. It is understood that neither the contract nor any representation

by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

8.20 Copyright and Patent Rights

The successful Offeror(s) warrants that there are no existing claims of violation and Offeror has no knowledge of any potential claims of violation of copyrights or patent rights in products being proposed in this Request for Proposals as of the date of proposal submittal. Offeror(s) shall indemnify and defend the City in any claim or action brought against the City based upon a claim that the software or hardware provided by the Offeror violated any copyright or patent rights.

8.21 Confidentiality

The Offeror agrees that neither it nor its employees will at any time or in any manner, either directly or indirectly, use any information for their own benefit, or divulge, disclose or communicate in any manner any information to any third party without the prior written consent of the City, or as may be required by law or the contract. The Offeror will protect the Information and treat it as strictly confidential. The confidentiality provisions shall remain in full force and effect after the termination of any contract formed as a result of this RFP.

8.22 Freedom of Information Law

The City of Buffalo is subject to the provisions of Article 6 Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All proposals, in their entirety, submitted in response to this Request for Proposal shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each Offeror to this Request for Proposal to identify those portions deemed to constitute a "trade secret" or proprietary information of the commercial enterprise. Any such information shall be clearly marked "CONFIDENTIAL". The phrase trade secret is more extensively defined to include a formula, process, device or compilation of information used in one's business which confers a competitive advantage over those in similar businesses who do not know it or use it. The subject of the trade secret must not be of public knowledge or of a general knowledge in the trade or business. A corresponding letter, on company letterhead, must be provided describing the factors and extent to which the disclosure of the "CONFIDENTIAL" information would cause substantial injury to the competitive position of the commercial enterprise. The entire proposal shall not be marked "CONFIDENTIAL". Any portion of the proposal that is not clearly identified as "CONFIDENTIAL" may be disclosed pursuant to the Freedom of Information Law. **THE CITY OF BUFFALO DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER TO ANY OFFEROR IN THE DISCLOSURE OF RECORDS PURSUANT TO THE FREEDOM OF INFORMATION LAW, COURT ORDER, OR ANY OTHER METHOD OF DISCLOSURE PROVIDED FOR UNDER THE LAW.**

**CITY OF BUFFALO
DEPARTMENT OF ADMINISTRATION, FINANCE & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO NY 14202**

REGULATIONS

**FOR ENTERING FORMAL PROPOSALS FOR MATERIALS, SUPPLIES,
EQUIPMENT AND SERVICES**

1. METHOD OF TENDERING PROPOSALS.

(A) No person, co-partnership, or corporation, shall submit more than one proposal, either directly or by agent. Each Offeror shall sign said proposal with his/her full name, in his/her own handwriting, and, if a partnership, each partner must sign; if a corporation, the corporate name shall be signed, and signed and acknowledged by a duly authorized officer thereof.

(B) All Offerors must submit with their proposal a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the Offeror will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

Form EEO-2 is enclosed along with the Living Wage Statement. Both must be completed and returned with your proposal, together with the signed Non-Collusion Certification.

2. QUALIFICATIONS FOR OFFEROR.

Ordinarily, proposals are not considered from Offerors on supplies, material or equipment, if the Offeror or manufacturer of same is in bankruptcy, or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract, but the Director of Purchase reserves the right to accept or reject such proposals in the best interest of the City. No proposal shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

3. CONTRACT.

The successful Offeror will be required to enter into a contract on the City's form.

4. PAYMENT.

Payment for material, supplies or equipment called for herein shall be made within thirty (30) days after approved completion of contract and the rendition of proper invoice to the Division of Accounting, 65 Niagara Square, Room 1214 City Hall, Buffalo, New York 14202.

5. PATENT INFRINGEMENT.

The Contractor shall agree to indemnify and save harmless the City of Buffalo, its servants, agents and employees from any and all suits or action at law or in equity, which may hereafter be brought against them or either of them, for, or on account of, the infringement, or alleged infringement, of any patent or patent rights upon or pertaining to any of the articles described herein or supplied as a result of this RFP.

6. GENERAL.

(A) The Offeror will not be allowed to take advantage of any errors or omissions. The Director of Purchase reserves the right to reject any and all proposals on any or all items in the proposal and to waive any informalities. In case of error, unit price governs.

(B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective Offeror shall apply to the City for such information.

(C) These regulations, specifications, invitation for proposals, and the proposal are deemed to be incorporated in the contract.

(D) The Division of Purchase reserves the right to award by item, or as a whole, or to reject any or all proposals.

7. TAXES.

Quotations shall not include any New York Sales Tax as municipalities of New York State are not subject to this tax. No Federal Tax of any kind shall be included unless the Federal Law specifically levies such tax against purchases made by the political subdivisions of a State.

8. TITLE.

Offeror must transfer a good and incontrovertible title to all equipment furnished hereunder free and clear of all liens and encumbrances of whatever name and nature.

9. ASSIGNMENT AND SUBCONTRACTING

No Offeror awarded a contract pursuant to this RFP shall assign or subcontract any part of such contract to any person, Offeror or corporation by whom a proposal was submitted to the City for the same contract. Further, no contractor shall assign, transfer or otherwise dispose of any contract awarded as a result of this RFP, or any part thereof, or any right, title or interest there under, without the prior written consent of the City. Any such purported action without such consent shall be null and void.

10. SUBCONTRACTOR LIST.

The successful Offeror shall submit a list of proposed subcontractors to the Director of

Purchase for his approval and obtain his written consent thereto prior to the execution of the contract.

11. NATIONALLY KNOWN CORPORATIONS.

The Director of Purchase reserves the right to determine which corporations are to be designated as nationally known, and his decision will be final.

12. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.

The promised delivery date shall be considered by the City in making the award. Such delivery date shall be of the essence of the contract.

If the contractor and/or supplier fails to complete the contract work within the specified delivery date or within any extensions thereof granted in accordance with this section, the City may elect to permit the contractor and/or supplier to proceed with and complete the contract, provided, however, that in any such case such permission shall not be deemed a waiver in any respect by the City of the contractor's and/or supplier's liability for damages or expenses thereby incurred by the City as a result of the failure to complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted.

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and/or their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays included, after the date fixed for delivery during which time the contract shall remain incomplete, and any such damages and expenses may be deducted by the City from any payment or payments then due or thereafter to fall due to the contractor and/or supplier.

No extension of time for completion of this contract shall be granted unless the contractor and/or supplier shall make written application to the City no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the City shall have granted such extension in writing no later than the date upon which delivery was to have been made. The granting of any such extension and the length of time thereof shall be in the sole discretion of the City.

13. NON-COLLUSIVE PROPOSAL CERTIFICATION.

If the Offeror is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No proposal shall be considered for an award nor will any award be made to a Offeror where the proposal does not include the statements as to non-collusion as set forth in the form of

proposal herein, provided however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and furnish with the proposal a signed statement which sets forth in detail the reasons therefore. In such event the proposal shall not be considered for award nor shall any award be made unless the City determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a Offeror has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being proposed, does not constitute, without more, a disclosure to any other Offeror or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

14. CONFLICTS OF INTEREST

Confidentiality and lack of potential conflicts of interest is vital to maintaining the integrity of every investigation and the data gathered therein. **Therefore, the Company must disclose any potential conflicts of interests and/or relationships/connections by Principals and all employees who would have access to our account.** Such relationships may include, but are not limited to, connections to persons and organizations within the City of Buffalo through:

- a. Professional or Political associations
- b. Political donations
- c. Blood or Marriage
- d. Friendships
- e. City of Buffalo employees who currently work for your company, or come to work for your company during the RFP process, and after (should you receive a contract from the City of Buffalo) as employees or consultants
- f. Union Affiliations/Memberships
- g. Board Member

15. INQUIRIES

The City of Buffalo adheres to Article 9, State Finance Law Section 139. No Offeror may contact, lobby or otherwise discuss the RFP with any employee, union leader or elected official of the City of Buffalo or other government official, until an award has been officially made. Any contact regarding the RFP, other than allowed contact such as to discuss current business with the City of Buffalo, or during the question and answer period (via email ONLY) with the person/s identified below, may result in a vendor's immediate disqualification. All Offerors will be required to submit a Contract Certification Statement if awarded a contract.

All inquiries during the question and answer period only should be directed **via e-mail only** to:

Davis Hough at dhough@ch.ci.buffalo.ny.us

The subject line must identify the RFP by title

16. SECTION 220-E, Labor Law.

PROVISIONS IN CONTRACTS PROHIBITING DISCRIMINATION ON ACCOUNT OF RACE, CREED, COLOR OR NATIONAL ORIGIN IN EMPLOYMENT OF CITIZENS UPON PUBLIC WORKS.

Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;

(c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) That this contract may be canceled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the state or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

NAME OF BIDDER _____ PHONE NO. _____

ADDRESS _____ EMAIL _____

REMIT TO ADDRESS _____

This form must be completed and submitted as stipulated in the specifications, either
TYPEWRITTEN OR PRINTED IN INK.

CASH DISCOUNT (IF ANY) TO BE DEDUCTED _____ % IN THIRTY (30) DAYS.

THIS PROPOSAL IS FAIR IN EVERY RESPECT AND NO OFFICER OF THE CITY OF BUFFALO IS DIRECTLY OR INDIRECTLY INTERESTED IN SAID PROPOSAL, OR IN THE WORK TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS, excluding profits which may accrue as a stockholder, provided that as such stockholder he does not have supervision, control, or direction of said corporation and that he did not participate in the calculation, submission or preparation of this bid.

THIS PROPOSAL IS TENDERED BY (A) (AN) CORPORATION _____ PARTNERSHIP
_____ INDIVIDUAL _____

PARTNERS CONSTITUTING _____
PARTNERSHIP _____

INCORPORATED IN WHAT STATE, IF CORPORATION?

IF FOREIGN CORPORATION, STATE IF AUTHORIZED TO DO BUSINESS IN NEW YORK STATE _____

<u>* CORPORATE OFFICERS' NAMES</u>	<u>TITLES</u>	<u>ADDRESSES</u>
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_____	_____	_____
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<u>* PRINCIPAL STOCK HOLDERS</u>			
<u>NAMES</u>	<u>ADDRESSES</u>	<u>NAMES</u>	<u>ADDRESSES</u>

_____	_____	_____	_____
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* Note: This information is not required from nationally known corporations.

NON-COLLUSION CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certificates, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

OFFEROR OR CORPORATION NAME

PRINCIPAL ADDRESS

STREET

CITY

STATE

ZIP CODE

SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS

TITLE

(TYPE OR PRINT NAME ABOVE)

TITLE

(TYPE OR PRINT NAME ABOVE)

FORM 2A – OFFERORS AFFIRMATIVE ACTION STATEMENT

The _____
(Company Name)

hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

(Signature of Authorized representative of Bidder)

Date_____

BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS
WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.



City of Buffalo **Living Wage Commission**

APPLICATION FOR CONTRACT WITH THE CITY OF BUFFALO

The City's Living Wage Ordinance applies to contracts for services in which the City pays – or receives – more than \$50,000 per year, and the contractor employs more than ten people. If you are bidding, responding to a Request for Proposals, or otherwise planning to make a contract with the City, you must complete this form, a copy of which will be forwarded to the City's Living Wage Commission. Your subcontractors need not file a separate Application, but they must pay a living wage. If you win the contract, you and your subcontractors will file quarterly reports with the Living Wage Commission.

You must certify that you will pay at least the hourly wages mandated by the Ordinance. As of January 1, 2018, the hourly rates are \$11.79 if the worker receives health benefits from the employer and \$13.24 if the employee does not. There will be an automatic cost-of-living adjustment each January 1.

There are two exceptions to the Ordinance. Professional contracts such as legal, architectural, or engineering services are not covered by the Ordinance. Also, persons employed in construction work covered by prevailing wage laws are exempt from the Ordinance.

The City department responsible for the contract should forward the completed Application for Contract of the employer chosen for the contract to: Living Wage Commission, c/o Cornell University ILR, 237 Main St., Suite 1200, Buffalo, NY, 14203.

1. Company Information

Company Name:	
Executive Officer:	
Address:	
City, State, Zip:	
Phone No.:	
Total No. of Employees:	

2. Please describe the specific project or service for which the contract is sought:

3. Contract Information

Dollar Value of Your Proposal/Contract:	
Identifying City Contract or Project Number:	
Start and End Dates of Contract:	

4. If you answer “Yes” to any of these, you need not complete parts 5, 6, and 7

A) Are all persons who will work under the contract construction workers covered by federal or state prevailing wage laws?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B) Is this a contract for professional services such as legal, architectural, or engineering?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C) Do you employ less than ten people?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D) Is the total value of the contract less than \$50,000 per year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5. Please describe the employees who will work on this contract. Attach additional sheets as needed.

Job Title	Duties to be Performed	Hourly Wage	Receives Health Benefits?

6. Subcontractors

Will there be subcontractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide name address, and phone for each subcontractor. Attach additional sheets as needed.	

7. Please provide a signature by an official of your company with the legal authority to make binding commitments.

I certify that if awarded a City contract I will fully comply with the Living Wage Ordinance.

Date: _____ Signature: _____

Print: _____

Title: _____

DEBARMENT CERTIFICATION

Has your company or any affiliate been debarred from any state or federal contract within the last five (5) years?

Yes No

If Yes, please specify the contract, contract type, dollar amount, reason and date of debarment.

Company Name: _____

Signature _____

Date: _____